THE BOGUS CONTRACT BOOK.

The rooms of Referee Hamilton Cole were crowded yesterday uncomfortably all through the hearing in the aut of John H. Morris against U. S. Grant, jr., and others. Among the new counsel present were Joseph H. Choate, who represents Receiver Julien T. Davies; Joseph Laroeque, who looked after the interests of the New-York, Lake Erie and Western Railroad Company, and Allen W. Evarts. Mr. Ward corrected some of his previous testimony in regard to B. W. Spencer's interest in the contracts, and to his knowledge of the use to which the Erie securities were put. He said that Mr. Spencer was never interested with him in the contracts directly, but through James D. Pish, Spencer was a participator in the profits from the contracts but he did not know how much he had invested. As to h sknowledge of the rehypothecation of Erie se-curities Mr. Ward said that he supposed Mr. Spencer went to President King, of the Bank of Commerce, and ar-(Ward) had taken \$130,000 of these securities to Mr. King

and had received the \$100,000. There was some feeling expressed between Mr. Bangs and Mr. Davies in regard to the possession of the book in which the bogus contracts were entered. Mr. Davies claiming it as receiver and Mr. Bangs insisting on retaining it until a copy of it could be made. An appeal to the referee resulted in his refusing to make any order about it, and Mr. Bangs triumphantiy carried off the book, possession being more than nine points in law in this

Receiver Davies filed a schedule showing how Grant & Ward stood on May 6, 1884, in regard to collateral securities, and promised to hand in the list of the assets of the firm on Thursday. He was care-

Q.—Was the division of profits arbitrary? A.—I don't know what you mean.

Q.—When an amount of money was to be divided by you and Mr. Fish did you haggle and bargain about it? A.—Sometimes we did.

Q.—Was each to get an allquot part or was it left open as to the amount? A.—It differed at different times.

Q.—Was the proportion of profit based on the supposed profit on a certain capital invested? A.—I think not.

Q.—How can you fix the amount of profit in a given case? A.—I can't.

Q.—How much money did you receive from J. Nelson Tappan which was not the proceeds from the discounting case! A.—I can't.

Q.—How much money did you receive 'from J. Nelson
Tappan which was not the proceeds from the discounting
of the notes of Grant & Ward! A.—I don't know.

Q.—How much from J. D. Fish! A.—It was all from discounted notes of Grant & Ward.

Q.—How much from W. S. Warner! A.—Something bestig proceeds from notes.

Q.—How independences.

Q.—How did Warner pay you? A.—By checks.

Q.—What is Warner's business? A.—I don't know. No business, I think. He is not a relative of mine. I don't know when I first met him, or who introduced us.

Q.—When did he first go into the contract business with you? A.—I don't know.

Here Mr. Bangs showed the memoranda received from J. H. Work to Mr. Ward, and plied him with questions as

J. H. Work to Mr. Ward, and place and to the character of the various transactions are these under Mr. Bangs.—What kind of transactions are these under the second of May," on the first page 1 A.—They were on the second on what contracts, Mr. Billings.— What simple page? A.—They were on contracts and show money received, on what contracts, from whom, amount of the profits, etc. "May" means due in May, 1884, to the parties interested.

Q.—What are these on the second page? A.—They are of the same character, only payable in June.

The third page showed transactions with Warner. The fourth page was headed "J. D. F." and was explained by Mr. Ward to mean James D. Fish, and that the sums of money mentioned on that page were amounts payable to him, which amounts were represented or evidenced by receipts or notes. The next page was headed "W. 8. Warner," and showed that on certain dates so much money was due to him. On the sixth page were the specifications of arcounts to be paid in April. At the bottom was a note stating that Ward had received \$50,000 from J. H. Work for ten days on April 1, but Mr. Ward did not know what Mr. Fish did with the four notes for \$10,000 each which were given to him to pay for his share in the Booth's The stree property but had been served with notice of protest on those now due. him, which amounts were represented or evidenced by

EXPLAINING SOME ENTRIES. The book containing the record of the contracts entered into by Ward and Fish was produced and was identified by Mr. Ward and marked as an exhibit, but was not put in evidence. Mr. Ward was shown the book and closely questioned as to many of the contracts, as to whose writing appeared in the entries and his relation to it all.

The witness stated that the record as a whole was in the handwriting of James D. Fish, but that he found some entries of us own and some by an unknown hand.

Mr. Banzs-Very many of the entries have been crossed with red ink. What does that mean 1 A.—That they have been settled. Those that are not crossed are still in force—are notes still out. Mr. Ward's attention was called to many particular

Mr. Ward's attention was called to many particular entries but he did not know what several of them meant. Q—Did you not give Fish the notes of Grant & Ward in these transactions and did not he suppose that they represented truly the interest of your firm in some contracts? A—Yes sir. I think so. Q—To what do the notes in the has column an each page refor? A.—They are a sort of intex referring to contracts or to some other entries.

Q.—What do they mean when they say "discounted by G. & W."! A.—I don't know.
After showing that the notes of Grant & Ward had been discounted at the Marine National Bank, the Manhattan Bank, the Mystle River Bank, the Oriental Bank, the St. Nicholas Bank, the Pacific Bank and a large namber of other banks in various parts of the country, and that Mr. Fish had negotiated the discounting. Mr. Bangs nashed:

"Is it not true that Mr. Fish was the one who procured all these loans, and was the responsible borrower of all this money, and that that money went to Grant & Ward!" Mr. War!—Yes sir. I knew Mr. Fish was having notes of Grant & Ward discounted at different places, but did not personally know of all the negotiations.

THE CONTRACT SYSTEM BEGUN TWO YEARS AGO. THE CONTRACT SYSTEM BEGUN TWO YEARS AGO.

The number of contracts entered into by Mr. Ward with different parties between April 3, 1882, and April 17, 1884, and which were recorded in this book, was 233. Mr. Ward said that some of the entries were made Mr. Bangs-Does not this indicate the fact that the be-

Mr. Bangs—Does not this landest the fact that the ginning of these enterprises called contracts was about April 3, 1882? A.—I can't give the first date. The first contract recorded there says: "Express April 3," and must have been made sometime before that time.

Q.—Here is an entry with "profit \$40,245" written; when die you put those figures there? A.—I don't know.

Q.—Were these 233 contracts entered all different ones?

Q.—Were these 233 contracts entered all different ones?
A.—I think they were.
Q.—Who determined the division of profits† A.—Mr.
Fish. -And you had no contracts † A.—No.
-Did you teli Mr. Fish there were no contracts † A.—
I't know. No.

't know. No.

- Who designated the people to be let into the differoutracts I. A.—Fish and myself. utracts ! A.—Fish and myself.
When you took a man in he got a receipt for so money to be paid at a given day with profit! A.— Yes, sir. Q.—Here is an entry "G. & W. take this," and \$120,000 and \$30,000 stand against it. What does it mean I.A.—

Notes.

Q.—What did Grant & Ward get ! A.—Nothing
Q.—Then it was done to show Mr. Fish what interest
you took in that contract! A.—Yes, sir.
Q.—Here is a contract! A.—Yes, sir.
with "profit \$20,000" written against it. How could you
determine the profit in advance, the 1st of August not
having yet arrived! A.—By writing it.
Q.—Inen it was simply all paper, was sit! A.—Yes, sir.

WHO WAS "C. A. A." ! There were found specifications of the articles dealt in

under the contracts, such as so many bushels of oats, corn, so many tons of hay, flour, pork, meats, etc. Q.—On whose information did Mr. Fish put these words inf. A.—Mine.
Q.—What did you tell him? A.—I don't know.
Q.—Did you teil him that Mr. Chaffee was in? A.—I

tknow.

-What does "C. A. A.," under date of March 15, t, opposite \$26,869, not not 14.—I can't tell.

-Did you not tell Mr. Fish that the President was in you't A.—I think so.

-Had Chester A. Arthur any interest or contract with

You! A. No sir.

Q. -Did you not show Mr. Fish some very large figures and tell but has they represented the profits of the contract business? A.-I don't know.

Q. -Did not Mr. Fish show you by his book that he had never been the recipient of one penny from these contracts personnily? A.-I don't know. He did not, I think.

think.

Q. Was there no rule of proportion or arithmetical rule by which you distributed the profits f A.—I had no petical rule—I did not distribute. You did not distribute all I A.—I did not give away

i kept some myself.

—Whild did you do with it I A.—I don't know.

—Do you remember about the circumstances of your wing \$1,000,000 out of the Marine Bank on May 2 or

3? A.—No six opposat some securities and tell Mr. Fight that there were \$1,450,000 in the package? A.—No six. Q.—Do you readily recall the events of those three or four days? A.—No six. Q.—Have you may memorand of the amounts you have received from and pad out to W. S. Warner? A.—No, six. Q.—Whilen side would the balance be in favor of? A.—I

don't know.

Q.—Was an 'estimate made when you conveyed your property to him for a \$575,000 consideration! A.—Yes, sir.

WARD ENDS HIS TESTIMONY.

BOME OF THE THINGS HE DOES NOT KNOW.

NEW COUNSEL IN THE CASE-MR. DAVIES LOSES
THE BOOK CONTRACT BOOK.

THE BOOK CONTRACT BOOK.

TRANSACTIONS WITH THE LINCOLN BANK.

On Monday Mr. Ward testified that some of the Grant & Ward notes used in raising funds for the payment of the "profits" had been discounted by the Lincoln Natioual Bank. Yesterday the president of that bank, Thomas L. James, was seen by a TRIBUNE reporter and asked whether the bank still held any of the Grant & Ward paper. Mr. James made no reply, but introduced the re-porter to J. H. B. Edgar, the cashier, who said: "Mr. Ward was correct. We del discount some paper for Mr. Fish. All the notes have been paid, however, long since, and at this time the bank has none of the firm's paper in its possession. As to the date and amounts of the notes I prefer to say nothing."

BASEBALL NEWS,

THE NEW-YORK NINE'S SECOND DEFEAT-THE PROV-

IDENCE NINE THE VICTORS. The most interesting game of baseball at the Polo Grounds this season was played yesterday between the New-York and Providence League nines. The grand stand and free seats were crowded, about 4,000 spectators being present. The game was so close and many plays were so brilliant that the interest in the contest was kept up to the end. Several humired ladies were present, adding grace and beauty to the scene; at least, so thought a photographer, who reproduced the scene upon his camera. Welch was the pitcher for the home club, but his delivery was not so effective as usual. Sweeney was the pitcher for the visiting nine, and he did excellent work, pitching now a slow ball, and again one with the speed of a rifle shot. sand to collateral securities, and promised to hand in the list of the assets of the firm on Thursday. He was careful to state that he did not wish to bind himself by this statement and qualified it by saying that it was made up from the books of the firm.

J. H. Work was present in answer to a subpena duces tecum and brought in the private papers and memoranda which were given to him by Ferdinand Ward and which Mr. Bangs had been trying to get possession of ever since the beginning of the suit. In answer to a demand for the papers Ashbel Green, appearing as counsel for Mr. Work produced the sealed envelope containing the papers and delivered it to Mr. Bangs with the statement that it was in the same condition as when received by Mr. Work.

Mr. Work.

Mr. Work was present in answer to a demand for the papers Ashbel Green, appearing as counsel for Mr. Work, produced the sealed envelope containing the papers and delivered it to Mr. Bangs with the statement that it was in the same condition as when received by questioned about it afterward. The examination of Mr. Work.

Mr. Work was present in answer to a demand in the statement that it was in the same condition as when received by questioned about it afterward. The examination of Mr. Ward identified the memoranda and was closely questioned about it afterward. The examination of Mr. Ward was then continued.

Mr. Bangs—You stated the other day that the division of profits depended somewhat on the value of money. If A.—I don't kink if can answer you.

Q.—Was the division of profits arbitrary? A.—I don't know what you mean.

Q.—Was the division of profits arbitrary? A.—I don't know what you mean.

Q.—Was the division of profits arbitrary? A.—I don't know what you mean.

Q.—Was continued to the other day that the division of profits depended somewhat on the value of money. If A.—I don't know what you mean.

Q.—Was the division of profits arbitrary? A.—I don't know what you mean.

Q.—Was continued to the secore in the sixth inning and deafering saying all the carried t completely mystifying the home batters. Ewing, as

Providence.	T.	15	20	0.	e.	New-York.	r.	10	po	a.	•
Hines, c. f. Farrell, 2 b. Hadbourne, 1b. Start, 1 b. Sweeney, p. Irwie, 85. Denny, 3b. Carrell, 1, f. Nava, c.	100000000000000000000000000000000000000		5370004260	0 0	0 0 0 0 1 0	Ewing, c	0 0 0 0 0	000	0 4 0 0 8 1 4 1	3 0 0 0 1 4 1	000000000000000000000000000000000000000
Totals.	2	7	27	8	3	Totals	*				

Runs e trasd-Providence, 2; New York, 0. Flist base by truss-Providence, 3; New York, 2. Base on balls-Provi-lence, 2; New York, 0. Struck out-Providence, 4; New York, 4. Lett on bases-Providence, 4; New York, 4. New Wild pitches-None, Pased balls-Nava ne-One hour and thirty-four industes. Umpr

Mr. McLean.

The Metropolitan and Baltimore nines played a poorlycontested game at Metropolitan Park. The batting was
weak and the general fielding poor. The Metropolitans
led all the way through, and wan easily. Out of the nine
runs scored not one was earned. The score was as follows:

Allegheny. 0 2 3 0 1 0 2 2 0-10
Brooklyn 0 0 0 0 0 0 0 1 0-1
Base litz-Allegheny, 14; Brooklyn 3, Errors-Allegheny, 3; Brooklyn 3, Unpire-Mr. Seward. The New-York and Providence mines will play at the Polo Grounds to-day, and the Brooklyn and Jasper nines at Washington Park.

t Washington Park.

Other games played yesterday were as follows: In
Billadelphia—Poston 3, Philadelphia 0, Ataletic 12, inhaction 3. In Trenton—Trenton 13, Domestic 6. In South Orange—Aierts, of Scaton Hall, 17; Arling-

ton 5.

In Cincumati—Cincinnati Union 7, Keystone 6.
In Chicago—Baltimore Union 2, Chicago Union 0.
In Totelo—Toledo 5, St. Louis 3.
In Columbus—Commbus 7, Louisville 0.
In Instantiolis—Cincinnati 12, Indianapolis 0.
In itlemend—Virginia 6, Winnington 4.
In Ithaca—Cornell 5, Hamilton 3.

THE LEAGUE OF AMERICAN WHEELMEN. PASSING IN REVIEW BEFORE THE PRESIDENT-RACING AT ATHLETIC PARK.

WASHINGTON, May 20 .- The annual parade of the League of American Wheelmen occurred this mosning. The procession formed in the vicinity of the Artington Hotel, the first division resting on I-st., the econd on M and the third on P along Fifteenth. While the procession was forming the scene about the Arling-ton was animated. On both sides of the wide stretch of asphalt pavements were stacked the machines, forming glittering masses of metal. Throngs of people occupied the sidewalks, watching the wheelmen. The smooth open surface of the street, and, perhaps, the large numopen surface of the street, and, perhaps, the back hum-ber of curious and admiring eyes, tempted a number of the riders to feats of skill on their machines, which were rewarded with generous applanae by the spectators. The procession was divided into three divisions and numbered about 600 wheelmen. As the procession passed through the White House grounds, the President, accompanied by three members of Congress appeared on the portice and reviewed it, touching his bat to the different clubs as they passed. The line passed through the driveway in front of the sortice.

pissed. The line passed through the driveway in front of the portico.

The annual races of the League took place at Athletic Park this afternoon, 5,000 persons being present as spectators. The first race, twents-five miles, was for the championship League trophy, now held by A. H. Robinson, of Logiand. Only two riders started. Charles Fracter, of Smithytile. N. J., on a Strr bleyele, and Henry J. Hall, fr., of Brooklyn, on a vertical fork machine. Fracter wen with ease by 25½ seconds, in one hour, thirty-eight minutes, forty-two and a half seconds.

The second race, ten miles, was for a championship League trophy, now held by George M. Headee, of Springfield. Mass. The only starters were John Brooks, of Emira, N. Y., and C. H. Chickering, of Smithythe, N. J.; the former riding a vertical fork machine, and the latter a Star. The race was close. Brooks won by about eight feet th 36,03 4-5.

The third race, 3 miles, was for a championship League diamend and gold medal, now held by George D. Gideon, and for the Williard Hotel Cup. Three riders started—both of the contestants in the previous race and B. W. Hanns, of the chapital Bicycle Club, Washington. Hanna took the lead at the start and never lost it. He won in 10:2642.

The fourth race, one mile, was for a diamond and gold champlonship League medal now held by George M. Hendee, of springheld, Mass. The entries for this race were Hendee and Frazier, of Smithville, N. J. A close and exciting contest was anticipated, but Frazier broke ins mackine on the second lap and Hendee won, virtually without competition, in 3:96. 3.

The hast race, one mile, for tricycles, was also won by Hendee, after a spirited contest, in 3:57. 4; L. H. Johnson, of Orange, N. J., second in 3:57.

WINNING HORSES AT LOUISVILLE.

LOUISVILLE, Ky., May 20 .- At the races today the weather was good but the track was stiff. The first race, Club parse, for maiden two-year-olds, half-mile, was won by Relatone with Warrenten second. Time 0:50. French pools paid \$32.70.

The second race, Woodbarn stake, for three-year-olds, The second race, woodoarn stake, for three-year-ods, nine furious, was gained by Billy Gilmore, Farandole being second. Time, 2:01½, French pools paid \$46.

The third race, Louisville Cup, a sweepstakes for all ages, 2¼ miles, was won by Baraum with Harry Gilmore second. Time, 4:07. French pools paid \$107.

The fourth race, handicap for all ages, 1¼ mile, was won by Levant, Billetta being second. Time, 2:11¼. French pools paid \$31-60.

ARE COURT PAPERS PUBLIC PROPERTY!

BOSTON, May 20 .- B. F. Brooks appeared before Judge Field to-day and requested him to pass an order that no one be allowed to examine certain papers which had been filed, especially newspaper con respondents, as it might result in a financial difficulty to persons interested, meaning as it is understood some Bos-ton banks. The Judge declined to pass the order but said that the question of whether or not papers on flie in the clerk's office were public property was now being considered by the full court.

THE NORTHWESTERN CAR COMPANY.

St. PAUL, Minn., May 20 .- A meeting of the directors of the Northwestern Manufacturing and Car Company of Stillwater was held here this afternoon. Senator Sabin said previous to the meeting that O.—In writing t A.—No.

31. Bangs announced that he was through with Mr.

32. Bangs announced that he was through with Mr.

33. Bangs announced that he was through with Mr.

34. Bangs announced that he was through with Mr.

35. Bangs announced that he was through with Mr.

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THE ELEVATED RAILWAYS.

NO SETTLEMENT OF THEIR TROUBLES. CYRUS W. FIELD TELLS HOW THE NEGOTIATIONS WERE BROKEN OFF.

Cyrus W. Field was called on vesterday by a TRIBUNE reporter and asked to give a statement of the negotiations with S. H. Kneeland relative to a settlement of the elevated railway differences. Mr. Field

"On Thursday evening last Sylvester H. Kneeland, president of the Metropolitan Flevated Railroad, called on me at my residence and expressed a desire to settle amicably all elevated railway matters. He finally agreed that each party should consult the counsel for his ompany and that they should meet on the following evening at 8 o'clock. Mr. Kneeland was to have one of his counsel, Jeneral Francis C. Barlow, and I was to have Aaron J. Vanderpoel, to represent the Manhattan Railway Company. On Friday afternoon I received a note stating that General Barlow could not meet with us on Friday evening, as he had a previous engagement, but that he would meet with us at the same hour on Saturday or Monday. I went to Lakewood on Saturday. The meeting took place last night at the house of Mr. Van-derpoel. I took with me a copy of the resolution passed by the Board of Directors of the Manhattan Rallway Company. This resolution provides that 'Messrs. Jay Gould and Cyrus W. Field be a committee to take into consideration the relations between this company and the Metro-politan Elevated Railway Company as they now exist, with power to take such action in relation thereto and to nake such arrangements as they may deem most expedient for the interests of this company.' Appended to Gould stating that he was so busy that he could not attend the meeting, and authorizing me to act for him in the matter. In addition to this I took with me a full power of attorney, signed and sealed, from stockholders f the Manhattan Company, authorizing me to set in their behalf, and agreeing to ratify any arrangement he might make. The number of shares represented by these powers of attorney was 97,164 out of a total of 130,000. Many other shareholders had sent word that hey would sign this if sent to them for execution. a In behalf of the Manhattan Elevated Railway Company 1 nade the following proposition:

made the following proposition: Heads of suggested agreement for settlement of differ-ences between the Manhattan and Metropolitan com-

Heads of suggested agreement for settlement of differences between the Manhattan and Metropolitan companies.

The New-York Company having retaken possession of its railways by reason of the forfeiture of its lease, and the merger agreement having been reschided, the following shall be taken as the heads of an agreement between the Metropolitan and Manhattan companies:

I. The Manhattan Company shall continue to run the Metropolitan Ilnes, under the lease of the Metropolitan Company, or the Metropolitan Company at its option may have back its own lines.

II. The accounts between the Metropolitan and Manhattan companies to be settled upon equifable principles; and, if they cannot agree, an arbitration to be had, the arbitrators to be the presidents of three of the trust companies of New-York or one arbitrator chosen by each party and the third to be chosen by Judge Davis or Judge Van Brunt.

III. All pending suits to be discontinued without costs to elither party.

IV. The joint line between Firty-third and Eighty-third sits, to belong to the Metropolitan Company, which is to pay half the cost to the New-York Company, and the joint lines between Chambers-st, and Chatham-square to belong to the New-York Company, which is to pay half the cost to the Metropolitan company to be at liberty to negotiate the two millions of Metropolitan company is continued, the carrier of the Metropolitan Company to the at the type of the Metropolitan Company to the Manhattan Company.

VII. If the lesse of the Metropolitan Ilnes to be paid by the Manhattan Company.

VII. It has agreement to be binding only when agreed to by the directors and ratified by the stockholders of

"After much discussion Mr. Kneeland declined the proposition. He desired that the Manhattan Company hould purchase the slock of the Metropolitan Railwa iving bonds of the Manhattan Company in payment for he same. This was a repetition of a proposition mad roposition David Dudley Field, Asron J. Vanderpoel and William M. Evarts had declared could not be ac cepted because it was illegal. The following is their

My DEAR CYRES: I think it would be very hazardos as the law now stands for the Manhattan Company to at tempt purchasing the stock of the Metropolitan Company.

Ever adectionately.

(Signed) David Dubley Field.

(Signed) DAVID DUDLEY FILLD.

(Verus W. Field, Esq.

I concur in the above.
(Signed) AARON J. VANDERPORL.
(Signed) WILLIAM M. EVARTS.

"Then, after further discussion, Mr. Kneeland sald had no power to act in the matter and that no one of the directors of the Metropolitan Railway Company knew hat such a meeting was to be held besides himself. I nen said that I should take no further part in th egotiation, but would giadly give up the lines of the Metropolitin Railway on the settlement of the accounts of the Metropolitan Company with the Manhattan Com-

elevated railway companies.; The first shows that the of 18 18-100 per cent on its capital stock, and that the Metropolitan Company during the same period earned a lividend on its lines of 97-100 of 1 per cent.

"The second statement shows that the earnings of the New-York Elevated Railway Company for the six months ending March 31, 1884, were at the rate of, 215-100 and that the earnings of the Metropolitan Hailway Company for the same period were at the rate of 2 59-100 on

pany for the same period were at the rate of 2 59-100 on its capital stock.

The third statement shows that the earnings of the New York Elecated Kaliroad Company from February 1, 1879, to April 30, 1884, showed net earnings at the rate of 12 35-100 per cent per annum, and that the earnings of the Metropolitan Company for the same period were at the rate of 163-100 per cent per annum.

The fourth statement shows that the amount received by the Manthattan Company on account of the carnings of the New-York Ralfroad Company from February 1, 1879, to March 31, 1884, vere, over and above all interest on bonds and dividends on the stock of the company, 81,972,487, and that the payments by the Manthattan Company on account of the Metropolitan Company during the same period were 8682,617 more than the total amount received from the Metropolitan Company during that period.

amount received from the Metropolitan Company during that period.

"That is to say, these statements show that the Metro-politan Company gained by its arrangement with the New-York Company during this period \$1,972,487, and that the latter had actually paid on account of the Metro-politan Company during the same period \$582,617 more than its total receipts. So far as I am concerned, all negotiations are at an end with Mr. Kneeland or with the Metropolitan Company unless it appoints a committee

onet.

"The New York Elevated Rillroad from the South Ferry of the Harlem River is, I consider, the finest rallroad roperty in the world. The Metropolitan line from forries at to Central Park is good property, but from fity-minth-st, to the Harlem River it does not pay and ever has paid expenses. It is a heavy loss annually and vident pay expenses for years to come. The Second even Line belongs to the Metropolitan Company. It oes not pay expenses and interest on the bonds issued or its construction."

Jay Gould said last evening that he had not heard that the negotiations had been ended abruptly. "I have been o busy lately," he said, "that I could not attend the conference on Monday night, and I gave Field, the second member of the

Mr. Field, the second member of the committee power to act for me. Well, I hope that the differences will be adjusted on an equitable basis in a short time even if the recent negotiations have failed."

President Kneeland, of the Metropolitan Company, said that in his opinion it had not been the purposes of the other companies to earry the negotiations to a successful end. "I had seen Mr. Gould several times recently," he added, "and possibly we might have arranged terms of settlement, but when nothing to hope for. It has been my theory all the way through these quarrels that the stockholders of the companies had something to say about their affairs. Of course I had no authority to bind the stockholders of the Metropolitan Company, but if a basis of settlement could have an Company, but if a basis of settlement could have agreed on the stockholders could have expressed opinion of the plan, it it had been a fair and equitable opinion of the plant, they would have assented to it suppose that they would have assented to it. One thing is certain—I did not seek Mr. Field, he

AUSTIN CORBIN'S PLAN NOT LIKED.

A meeting of the bondholders of the Toledo, belphos and Burlington Rathroad was held in Room No. 15 at No. 115 Broadway, yesterday. S. L. Woodhouse was made chairman. A motion that only first mortgage ondholders be allowed to vote was put and carried. Austin Corbin stated that the call for the meeting had ade simply to state that the Indiana, Bloomington and Western Raticoad wished to act in harmony with the boudholders of the Toledo, Delphos and Burlington Railroad: that he had no plan to suggest as to reorganization, but would suggest that a committee be appointed conter with the committee appointed at Boston at a meeting a week ago. The road had good connections at St. Louis, he said, and he believed that the more connections that could be made the better it would be for the

Mr. Havemeyer asked Mr. Corbin if his road (the Indiana, Bloomington and Western) was not the lessee of the Cincinnati and Sandusky Railroad, which

the parties in interest. E. T. Bartlett said that he would oppose steps and plans looking to division of the system, and he offered a resolution opposing such action, which was adopted. A resolution approving the acts of the Quigley Committee, offered by Mr. Richards, was also passed.

Austin Corbin, president of the Indiana, Bloomington and Western Railroad, yesterday signed the contract for the new east-bound money freight pools at Indianapolis and Peoria. His was the only signature lacking. The agreements are terminable on sixty days' notice. Per centages of the different roads will be settled by arbitra

AN INJUNCTION MADE PERMANENT.

IBY TELEGRAPH TO THE TRIBUNE. HAZLEHURST, May 20 .- E. G. Peyton, Chancellor of the IXth District of Mississippi, to-day decided the injunction suit of the Natchez, Jackson and Columbus Railroad against John M. Stone and others, Railroad Commissioners, in favor of the railroad. The Chancellor says that the complainants' charter is a contract between the State and the complainants, and neither can violate it. It is not to be supposed that the complainants would have acceped their charter, invested their capital and nane acceped their charter, invested their capital and assumed obligations under the charter without the right to fix their own tolls and manage their business. The Rathroad Supervision law manifestly conflicts with the charter and is unconstitutional because it impairs the obligation of contracts. A legislative charter is a contract and where there is no reservation to alter, modify or repeal it is protected by the Constitution of the United States. The prayer is granted and the injunction made permanent.

ISSUING NOTES AND WAGES SCRIPT.

PHILADELPHIA, May 20.—The Philadelphia and Reading Railroad Company has Issued promissory notes for \$160,000. These are payable in four months, and those accepting them are allowed 2 per cent for the four months on the amount of their accounts. There were about \$100,000 of these notes paid out to-day to contractors and others, who accepted them without objection. A wages script will be issued in a few days for the payment of ainers and employes of the railroad. The company is said to be about a month behind in its pay and the notes and script will be issued to enable it to use the funds in hand to meet the heavy interest and rental accounts falling due in June and July.

RELIGIOUS CONVENTIONS.

THE METHODIST GENERAL CONFERENCE. FRATERNAL GREETINGS-REPORT ON TEMPERANCE WORK-ELECTION OF EDITORS.

PHILADELPHIA, May 20.-In the General Conference of the Methodist Episcopal Church this morning the Rev. Dr. D.A. Goodsell read a telegram from the General Assembly of the Presbyterian Church, at Saratoga Springs, conveying to the Conference the fraternal greetings of that body. A telegram of a like nature was read from Bishop Chiney, of the Reformed Episcopal Church. Suitable replies were ordered to be made. G. H. Foster presented the report of the Com mittee on Temperance. It urged the people to use their influence to banish the social glass. It recommended the schools; that there shall be one temperance lesson each quarter in the Sunday-school series. It also recom-

quarter in the Sunday-school series. It also recommends that the doctrines of constitutional prohibition be taught in all the schools and colleges. The committee recommends the formation of conference temperance so-ciefies in all the annual conferences. The report was adopted by a large majority.

It was annuanced that the Rev. D. J. M. Buckley had received 281 ont of the 324 votes cast for the office of Editor of The Christian Advance. The Rev. Dr. Arthur Edwards, the present Incumbent, was elected Editor of The Cartal Christian Advance. The election for Editor of The Cartal Christian Indicante, resulted in the selection of the Rev. Dr. Fry. who received 239 out of 365 votes. The Rev. Dr. II. Bayless was elected Editor of the Vector Christian Advance, having received 196 out of 373 votes. The Rev. Dr. O. H. Warren, the present incumbent, was elected Editor of The Northern Christian Advance.

PRESBYTERIAN GENERAL ASSEMBLY.

Saratoga, May 20,-At the morning session of the Prsebyterian General Assembly resolutions were adopted abolishing the office of treasurer and giving the duties of the office to the stated clerk at a specified com pensation. The report of the special Committee on Sab bath Observance, deprecating all forms of labor on that day, was adopted unanimously. The Rev. Dr. McPherson, of Chicago, submitted the report of the Standing Committee on Home Missions. The fourteenth annual report of the Board of Home Missions was submitted by the Rev. Dr. W. C. Roberts, of New-York. He followed this with an address showing the work accomplished and in

At the afternoon session a letter was read from H. A. Nelson, A. Mitchell and G. H. Shields, delegates representing this Assembly at the General Assembly South, at Vicksburg, saying that they had been most cordially received, and suggesting that in inture correspondence lie continued by delegates. The Board of Aid for Colleges sallmitted its first animal report, showing that three colleges and one collegiate institute had been created. The Bev. Dr. John Hall, of New-York, presided over the popular meeting this eventure in behalf of home missions. The Arburn Theological Seminary almost had their annual dinner to-night.

METHODIST GENERAL CONFERENCE.

BALTIMORE, May 20.-The General Confernce of the Methodist Protestant Church this morning adopted the report of a committee on the subject, and declared the Conference to be in general convention, thirty-"Here are the sworn statements of the auditor of the clevated railway companies." The first shows that the New-York Elevated Railway Company carned on its

UP A HILL AND DOWN AGAIN. Baltimore, May 20.-Bishop W. F. Dickerson presided to-day at the African Methodist Episcope General Conference. There was a great struggle over the report of the Committee on the Book Concern, which recommended the removal of the publication headquarters from Philadelphia. The report was finally adopte by a vote of 67 to 56. Places to which the concern should be removed were named and Philadelphia was chosen by a vote of 88. The cencern, therefore, remains in Phila-delphia.

NEW FIRE INSURANCE RATES.

At the regular meeting of the New-York Tariff Association (fire underwriters) yesterday severa important schedules of insurance rates were adopted. The hotel-keepers having expressed dissatisfaction at the cent ratings by the association of their property, new rates were made as follows, the rates given being per



in view of the recent agitation of insurance rates by theatrical managers, to raics on theatres. It was decided to establish \$4 per \$100 of risk as a basis rate and makes additional charges as follows: If there is no wall (extending above roof) between corridors and ambitorium, extra barge 50 cents; if there is no wall (extending above the bof) between stage and amiltorium, extra charge 50 ents; if border and footlights are not protected properly. cents; if border and footlights are not protected properly, exira charge 25 cents. Other extra charges were decided upon ranging from five cents to ton cents for non-fire-resisting curtains, for non-fire-resisting security, and for lack of axes, hooks and fire-extinguisher and supply of palls filled with water in right property-room, repair and paint shop. If the stage is protected with automatic sprinklers the underwriters voted to deduct 50 cents from the basis rate. If the property-room, the repair-shop and paint shop are protected in the same way a reasonable deduction will be made.
The association also rated plano factories and similar risks, the basis rate for these hazards being settled at \$2.75 per \$100 of risk.

TRANSATLANTIC TRAVELLERS.

The Cunard steamer Gallia brought among her passengers yesterday Colonel S. H. Alleman, Charles S. Baylis, J. D. Cameron, Mrs. Cameron, H. A. Cholmon-deley, T. Edgehill Coles, Jesse L. Cooley, Mr. and Mrs. F. B. Coulson, Mrs. L. W. Curtis, J. W. Curtis, Miss Curtis, Miss L. Curtis, Miss Durand, Herman Fertlage, George A. Freeman, B. H. Garnett, J. B. Glover, Thomas Green. wood, Mrs. S. Hammerslough, Mcs. C. W. Hathaway, Mrs. F. Hibbert, Miss F. M. Kendall, J. C. Kunkel, Dr. F. Lange, Mrs. Joshua Lippincott, David McArthur, the Rev. and Mrs. Haslett McKim, Lady Milton, J. W. Mol-aon, Robert Neale, the Rev. F. S. O'Callahan, Miss Potter, W. H. Rathbone, Dr. Berney Sachs, Miss Talcott, W. S. Talcott, Mrs. Edward Tiddy, A. Tudor, Dr. H. Ward, W. Milne Watson, H. E. Whitehead, Irving Williams, Miss Isabel Wood, Miss Lorraine Wood, Mr. and Mrs. J. English. The steamer Fuida will take among her passengers to-Von Bergen, of Gautemala; Mrs. W. B. Crocker and Mrs. J. H. Pings.

The steamer Normandie will take, among others, Ger-J. B. Pings.

The steamer Normandie will take, among others, General and Mrs. George W. Cullum, Colonal S. Woodruff, Dapuy de Lome, secretary of the French Legation; Beron der Teil, Mr. and Mrs. John Ingles, Mr. and Mrs. J. R. Harris and Mr. and Mrs. J. G. Darlingten.

that paper sent me for another purpose, viz., because it contained on essay on the recent remarkable sunsets by Professor S. P. Langley, of Allegheny Observatory. A most excellent essay it was, the most philosophical and profound of any I have yet seen on that subject.

BLAINE AMONG THE PEOPLE.

REFORMERS AND THE POPULAR WILL. POINTS FOR INDEPENDENT REPUBLICANS TO THINK ABOUT.

To the Editor of The Tribune. Sir: I am a Civil Service Reformer and an Independent Republican—dyed in the wool. Our aim is —as I understand it—to strike down every Boss and smash every Machine, to take the control of political ominations from those who make politics a business and fatten in corruption at the expense of the people; and also from those Amateurs who were never charged with using their power for personal gain. We mean to restore to the people (their right to elect their rulers and make it impossible for subservient office-holders or scheming wire-pullers to defeat their will. Mr. Editor, have I stated it correctly! Is this the acknowledged platform of the Independents and Rs-

If so, I have a word yet more to say. The Hon George F. Edmunds has been held up to us as the noblest ex ponent of our principles; as such we accepted him as our standard bearer. I for one proposed to nail his banner to the mast, and defend it against all comers. But on reading his correspondence with Mr. Phelps, and the account of his interview with a reporter published in The New-York Herald of the 1st inst. I awoke to the fact that we were worshipping an abstraction-a name which we supposed to personify an idea-and that the real Mr. Edmunds is entirely too small to occupy the Presidential I further conclude that it is now too late in the day for

fifty millions of people to make the sufficient acquaint

mee of any new or comparatively new man, and to rally to his support and to victory, in the campaign now at band. We want no more blunders-no dark horses. We want a live man -one whose voice we know-whose record is made and approved, and one who has the comage of his convictions. Such a man the people have already selected—James O. Blaine; the only man (as I have observed) whose name awakens any enthusiasm. But they tell us that a self-constituted committee Independent Republicans have engaged spacious and elegant rooms in Chicago, and propose to send there at the time of the meeting of the National Convention certain able men as lobbylsts to endeavor to defeat the will of the people and secure the nomination of some one whom they may name. Great Gesar! Is this legitimate work for Reformers! So far as any influence comes to the convention through office-holders, South or North, from the present Administration or from Bosses or Machines, it is in order for Independents to expose and resist stach influence; but to say to the People; "Vie know better than you do whom you ought to nominate," and to attempt to defeat their choice, is as oftensive Bossism as ever Mr. Conkling was guilty of.

I was in hopes that this Independent movement would over itself with honor by using whatever influence it obtained to protect and give voice to the wisne sof the people; but, alas! it looks as if even a very little power was too much for these people, if, as is reported, I hope untruthfully, they propose to engloy men to enleavor to defeat the candidate of the people.

New-York, May 7, 1884. INDEPENDENT RETURLICAN. ain able men as lobbyists to endeavor to defeat the will

A SOUTHERNER'S OPINION. to the Editor of The Tribune.

SIR: THE TRIBUNE of the 30th ulto. came o-day, and I have read the letter of Mr. Walter Phelps to he Editor of The Evening Post in reference to the charges of that Editor against James G. Blaine. I write this to assure all honest Republicans that Blaine is not only the choice of at least 99 out of every 100 Republicans here, but that the practices of Arthur in working up delegates ant that the practices of Artaur in working up accepanhere and throughout the South through his subsidized
henchmen, and his determination to prevent the nominalion of Blaine, point positively to the fact that neither
Artaur nor any one he favors can or could be elected.
Therefore, we must have Blaine—the people's choice—or
we will be defeated. And we ought to be. Let the fight
come now!

G. W. BLAUKBURN. Columbia, Tenn., May 4, 1884.

A MAN WHOM THE PARTY HONORS. To the Editor of The Tribune.

SIR: The drawing-room dades and parlor tatesmen who are ambitious to advertise their own insignificance by attacking Blame, are insulting the Republican party, which has never ceased to honor Blaine ad never will. The right to prefer some other candidate at Chicago is unquestioned; but before yielding to any such judgment the antecedents of the men who have supported Blaine should be remembered. The Republican party owes a duty to the memory of its martyred dead. And the two men who will most fittingly pay that debt are Blaine and Lancoln.

New-York, May 17, 1884.

E. WINTER.

THE CHOICE OF CENTRAL NEW-YORK. to the Editor of The Tribune.

Sir: The general opinion among thinking Republicans in this section is that if the desire of the Re ublican masses is again ignored there will be little use many exertions Tall TRIBUNE or any other papers may put forth. The Republicans in this part of the State, as in all other strong Republican sections, have their hearts fixed on Mr. Blaine as their candidate; they believe in him, they love him; his nomination would be hailed with an enthusiasm never before witnessed in the history of political parties. The people feel that Mr. Blaine is their candidate, and that, as they do the voting, filey are entitled to a voice in the nomination. The nomination of any other man than Mr. Blaine would be received very coldly and followed by a campaign with no real natural activulesses. Camden, N. Y., May 15, 1884.

HOW THE DELEGATES TO CHICAGO STAND.

A WESTERN TABLE GIVING BLAINE 378 AND ARTHUR 269-THE EDMUNDS VOTE ONLY 72.

The Chicago Iribune prints the names of all the delegates to the Republican National Convention, with their Presidential preferences. Its igures on the three leading candidates are given below The Tribinic gives Arthur 271 votes and Edmunds 70, but its figures make a total of 269 for Arthur and 72 for Ed-

States.	Blaine.	Artbur.	Edmunds	States.	Blatne.	Arthur.	Edmunds
(labama	1	10		New-York	32	25	14
rkansas		14	4060	North Carolina.	3	16	2010
alifornia	16	Y243		Ohio,	275		
clorado	6			Oregon	- 63		
onnecticut		22.7	177.	Pennsylvania	50	- 8	1177
Delaware	- 0	1		Rhode Island	. 5		
Terida	***	. 8		South Carolina.	***	1.6	
leorgia	200	24		Tennesce	- 1	20	1.111
Ilinois	.2	1	1	Texas	16		
ndiana	22.5	- 4	+	Vermont		* 55.5	8
own	750	2772	4000	Virginia	100	2.5	
Cansas	10	20	0.44	West Virginia	12	5	5
Kentucky		16	2414	Territories.	**		
ouisiana		***		Arizona	70		
dainedacyland	10	4	1	Dakota	- 0		
fassachusetts.	30		26	Dist. of Columbia		1	
fichigan	25		- 1	Idaho	2.2		E00011
finnesota	G		8	Montana	1		1
disassippi	- 7	7.47				- 43	
f santr	12	- 6	4	Utah		- 9	
Sebraska	10		200	Washington	2		8289
Verada.	- 6					4	
ew-Hampshire.	1	3	4			_	-
ew-Jersey	16		2	Total	378	283	72

According to this table Blaine lacks only 33 votes of a is the entire Edmands vote. In other words, if the Blaine figures remain unchanged, Arthur will have to gain almost all of the 173 votes now counted for candidates other than himself or Blaine. The votes not ininded in the above table are divided as follows:

Logan—40 in Illinols, 2 in Kansas, 10 in Missouri, and cach in Mississippi, North Carolina, South Carolina, Jennessee and the District of Columbia; total, 57, John Sherman—3 in Indiana, 2 in North Carolina and 8 in Ohio; total, 23.

18 in Ohlo; total, 23.

Hawley—12 in Connection;
General Sherman—2 in Indiana.
Lincoln—1 in New-York.
Unknown—1 in Kansas, 3 in Kentucky and 2 in Pennsylvania; total, 6.

THE PREFERENCES OF STUDENTS. BLAINE THE FAVORITE AMONG REPUBLICANS IN

THE UNIVERSITY OF MICHIGAN.

ANN ARBOR, Mich., May 18 .- The Argonant, the paper published by the students of Michigan University, contains in yesterday's issue the result of a canvass among the students for Presidential preferences. The canvass embraced all the departments of the University except the dental and the senior class of the Law School, whose terms closed in March. The following is the re-

For Vice-President, Lincoln received almost the entire vote of the Republicius and Hendricks a majority of the votes cast by the Democrats.

MR. BLAINE NOT THROWING MUD.

exasperating, to their hearts' content, but he is not will-ing to fight. He is a Republican and does not believe is the rule or rule police.

THE TERRIBLE FATE OF KITTY CARSON.

A PRETTY AND POPULAR GIRL EATEN BY WILD BEASTS IN NORTH CAROLINA BACKWOODS. WAYNESVILLE, N. C., May 20 .- From the backwoods, some twenty or thirty miles away, comes a terrible story. Henry Carson and his daughter, Kitty, lived in the wilds of Wautauga County, half a dozen miles from any human habitation. Old man Carson raised to bacco and cotton sufficient to support his household with hunting bears and other game. Miss Kitty was a pretty girl and smart, considering the disadvantages under which she had alwors labored, and was a general favorite among the backwoods swains, half a dozen of whom were always at her feet. She was musical and could play the harp, banjo and violin equally well, an Italian who had been injured on

About three weeks ago Miss Kitty disappeared, and there were ugly rumors in the air to the effe had eloped with a young man from Murphy, who had been frequently seen in those parts and against whom it was known old man Carson had a "grudge" of some kind. When her father was asked what had become of the young girl, he simply remarked that he supposed "sie had skipped." Day before yesterday tarson was tramping through one of the great nameless - swamps of the county, following some bear tracks, when a sight met his eyes that transfixed him with horror. In a depression of the swamp from which the water had recently receded, were the remains of a human body, the entire upper part of which, above the waist had been eaten away by wild animals. From the remains of clothing, Carson recognized all that was left of his daughter.

Crazed with grief, he carried the news to the nearest settlement and a party of neighbors assisted him to bring the manufed remains home. It is supposed that Miss Kirty became entangled in the mire and was unable to extricate herself, and, that while in this utterly helpiess position, bears or other snimals had killed her and eaten as much of the body as then remained above the water. Evidences of a severe struggle were present in the trampled-down bushes and torn and bloody clothes. The diesovery created a great sensation, and her father is thought to be hopelessly insane through grief.

The girl's funeral occurred to-day and was the occasion of one of the largest gatherings ever witnessed in Wautanga County. been frequently seen in those parts and against whom is

the Western North Carolina Railroad having taught her

these accomplishments while she nursed him during con-

AN AGREEMENT TO MARRY BINDING.

PROVIDENCE, R. I., May 20.-The United States Circuit Court to-day ordered a decision in the case of Sarah D. Mathewson against the Pheuix Iron Foundry for rights of dower, which has excited much interest here. In 1859 Henry C. Mathewson and the complainant in the present suit entered into an agreement to become man and wife, framing a certificate to that effect, which was signed by both persons in the presence of several witnesses, one a clergyman. Mathewson was then wealthy, but afterward disposed of some of his property. wealthy, but afterward disposed of some of his property. Since his death his wife has cutered a claim of dower in an estate near the harbor line in this city, sold to the Phenix Iron Foundry, claiming that she did not sten away her right of dower. The defendants maintain that the marriage was not in conformity to the statute law and was consequently vold. The decision of the count was that the agreement constituted a marriage by common law and that the complainant is entitled to dower in the estate. General B. F. Butler was counsel for the complainant and argued the case when it was tried.

WESTERN CROP PROSPECTS.

CHICAGO, May 20 .- The crop reports received y The Farmer's Review up to May 19 are that the coudion of wheat and corn is better, but that the general situ ction is by no means reassuring. Winter wheat is begin ning to head, and spring wheat is growing well, with generally good prospects. In filinols some places report improved indications for winter wheat, but the crop for the State at large promises to fall short of a fair average, the State at large promises to fall short of a fair average, spring wheat prospects in Iowa are fair, but the corn planting is greatly delayed. Michigan reports predict a small wheat crop and the harvest two weeks late. In Minnesota and Wisconsin weat prospects have improved within the past two weeks, Kentucky and Tennesses report improved wheat prospects, while some countries in Kansas predict only half a crop. Other cointies in Kansas continue to send in favorable reports. Ohlo and Indiana report fair prospects for wheat only. In parts of Missouri there is reported to be fear of chinch bugs. Dakota prospects are promising.

EMBARRASSMENTS IN BUSINESS.

LOUISVILLE, Ky., May 20 .- Otis Gage & Co., ealers in agricultural implements, assigned to-day, Their liabilities are not known, but it is thought that they are covered by the assets. The assignment was forced on the firm by a suit for \$3,000 filed against them

CHARLOTTESVILLE, Va., May 20.-In arranging the affairs of Brennan & Co., bankers, negotiations are pend-ing whereby the People's National Bank, of this place, will take charge of the assets and pay off the liabilities if a merigage on B. H. Brennan's form for \$40,000 will cover the deficit, which is not yet definitely known.

BOSTON, May 20.-H. E. Woodward & Co., wholesale ish dealers at Fort Hill Wharf, have failed. They made in assignment to their bookkeeper.

Boston, May 20.-Olmstead & Conant, grain dealers in Sinte-st., and the Standard Pipe Company, dealers in stove-pipe, etc., have falled.

THE COURTS.

DR. CARNOCHAN HEARD IN THE HOYT WILL COM-

A WITNESS THAT NOBODY WANTED.

The Hoyt will contest proceeded yesterlay under the decision of the Sufrogate that the counsel for the contestant, Miss Mary frene Hoyt, could call upon the counsel for the proponents to produce material witnesses. The Court waited from 11:25 to 11:55 a.m. for Messis. Choate and Root to conclude cases elsewhere. Finally Mr. Root appeared and the hearing began. Dr J. M. Carnochan, who attended Jesse Hoyt in the last weeks of his life, was first called to the stand. Before he began to testify the lawyers had a controversy as to which side should begin the process, Ex-Judge Shipman declared that the counsel for the defendant had attempted in private to extract some information from Dr. Carnochan, but he had kept himself retired in the sses of his own mind. The Surrogate then directed Mr. Root to ask the witness such questions as would be

Mr. Root thereupon asked so long a question that Dr. Carnochan begge I that he might answer its points seriatim. He then said:

I attended Jesse Hoyt as consulting physician from May 3, 1882, until August 13, the day before his death. During the month of June I had no reason to suppose that Mr. Hoyt was out of his usual state in relation to his mental faculties. In July he comprehended his position and considerance intelligently on any matter presented to him. I abserved no indication of abservation of mind, or loss of memory, or any delusion. His articulation was perfectly good. I observed no lack of continuity of ideas. He was suffering from an abdominal tumor. This was a chronic disease. The immediate cause of death was asthering from an abdominal tumor, the was suffering from an abdominal tumor, and the sum of the power of the heart to proved the blood. I never knew a chronic tumor to produce perceptible aberration of the mind.

Mr. Root here ceased his questions. Mr. Shipmun wished to know if the examination-in-chief of the witness.

essential in view of the witness's relations to Jesse Hoyt.

wished to know if the examination-in-chief of the witness ad been ended. Mr. Shipman did not want the witness on his hands unless this were understood. Mr. Che who had entered the room meanwhile, did not wish it understood that the proponents could ask no more direct questions of the witness. No body wanted the witness. Every lawyer appeared afraid lest Dr. Carnochan should be left on one side or the other. lest Dr. Carnochan should be left on one side or the other. As nobody else wished to ask questions, John Ordronaux, for the contextant, armed himself with a series of written questions and carefully administered the dose to the physician. Them Mr. Shipman complained that Mr. Cheate could not hear what Dr. Catnochan said, and Mr. Roet explained the trouble by asserting that Messrs. Choate and Shipman were chacking over one of Mr. Choate's stories, and no wonder was it that the emineut counsel's cars were dead to common things. Mr. Conking looked as if he thought the shallows were doing a good deal of mirrunting. The questioning went on until Mr. Ordronaux heard some one else make an interrogation. deal of mirrorating. The questioning went on until Mr. Confrontary heard some one else make an interrogation, which he attributed to Mr. Choate, and so he asked the writness to miswer Mr. Choate's question. Mr. Choate roused nineself whetherently from a revery and denied that he had asked any question as al. When he had satisfied the Court that he was telling the truth Dr. Carnochan went on to give the minuths regarding the development of the tumor which caused Jesse Hoyt's death and of his treatment. The case goes on to-day. the case goes on to-day.

THE COMMUNIPAR WATER-FRONT. IBY TELEGRAPH TO THE TRIBUNE.

TRENTON, May 20 .- In the Court of Chancery to-day a motion for a new trial was made in the case in colving the ownership of the Communipaw water-front involving \$2,000,000, which is occupied by the Central Railroad of New-Jersey, and claimed by the Lehigh Variey Railroad. Argument was set down for Jun 2 on the motion. In the former trial the decision was against the Central

SUPREME COURT-CHAMBERS-Before Denounc. J. Nos. 4, 10, 19, 25, 26, 27, 37, 43, 56, 78, 76, 56, 71, 73, 117, 118, 128, 138, 133, 153, 167, 172, 176, 177, 190, 198, 109, 201, 202, 204,

COURT CALENDARS-THIS DAY.